

United States Bankruptcy Court		PROOF OF CLAIM		U.S. COURTS	
District of Idaho				OCT 20 PM 1:56	
In re- (Name of debtor) Bruce Robbins d/b/a Bruce Robbins Farming		Case Number 99-41532		(12)	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.					
Name of Creditor (The person or other entity to whom the debtor owes money or property) Textron Financial Corporation		Check if you are aware that any- one else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. Check if you have never received any notices from the bankruptcy court in this case. Check if the address differs from the address on the envelope sent to you by the court.		RECEIVED CLERK OF COURT CLERK, IDAHO	
Name and Address Where Notices Should be Sent Textron Financial Corporation P.O. Box 6687 Providence, RI 02940				THIS SPACE IS FOR COURT USE ONLY	
Telephone No. 888-832-8312 Ext. 4437					
ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: 01-001-0102502-01-88406		Check box if Claim _____ replaces amends a previously filed claim, dated: _____			
1. BASIS FOR CLAIM					
<input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money Loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other (Describe Briefly) Leased Equipment <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114 (a) <input type="checkbox"/> Wages, salaries and compensation (fill out below) Your social security number _____ Unpaid compensation for services performed from _____ to _____ (date) (date)					
2. DATE DEBT WAS INCURRED 03/08/1995		3. IF COURT JUDGEMENT, DATE OBTAINED:			
4. CLASSIFICATION (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.					
<input checked="" type="checkbox"/> SECURED CLAIM \$ 14,962.80 Attach evidence of perfection of security interest Brief Description of collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other (Describe briefly) Leased Equipment Amount of arrearage and other charges at time case filed included in secured claim above, if any \$ _____		<input type="checkbox"/> Wages, salaries or commissions (up to \$4000), *earned not more than 90 days before petitioner's cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507 (a)(3) <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § (a)(4) <input type="checkbox"/> Up to \$1,800* of deposits toward purchase, lease or rental of property or services for personal, family or household use - 11 U.S.C. § (a)(6) <input type="checkbox"/> Alimony, maintenance or support owed to a spouse, former spouse or child - 11 U.S.C. § (a)(7) <input type="checkbox"/> Taxes or penalties of governmental units-11U.S.C. § 507(a)(8) <input type="checkbox"/> Other- Specify applicable paragraph of 11 U.S.C. § 507 (a) _____ *Amounts are subject to adjustment on 4/1/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.			
<input type="checkbox"/> UNSECURED NONPRIORITY CLAIM \$ _____ A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.					
<input type="checkbox"/> UNSECURED PRIORITY CLAIM \$ _____ Specify the priority of the claim.					
5. TOTAL AMOUNT OF CLAIM AT THE TIME CASE FILED: (UNSECURED) \$14,962.80 (SECURED) (PRIORITY) \$ 14,962.80 Check if claim includes charges in addition to principal amount or the claim. Attach itemized statement of all additional charges. (TOTAL)					
6. CREDITS AND SETOFFS: The amount of all payment on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.					
7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.					
8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self- addressed envelope and copy of this proof of claim.					
Date 10/17/2000		Sign and print the name and title, if any, of the creditor or other person authorized to file this claim attach copy of power of attorney, if any) Annette Dunn Recovery Specialist Annette Dunn			

FULL LEGAL NAME AND ADDRESS OF LESSEE
Bruce A. Robbins, Individual & dba
Bruce Robbins Farming
P.O. Box 386
Rupert, Idaho 83350
JOINTLY AND SEVERALLY RESPONSIBLE

SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)
Beddes Farm Center
Route 1
St. Anthony, Idaho 83445

QUANTITY

DESCRIPTION, MODEL #, CATALOG #, SERIAL # OR OTHER IDENTIFICATION

EQUIPMENT

SEE EXHIBIT "A" ATTACHED HEREWITH THAT BECOMES A PART HEREOF

EQUIPMENT LOCATION IF DIFFERENT

STREET ADDRESS
Route 1
CITY
Rupert
COUNTY
Minidoka
STATE
Idaho
ZIP
83350

TERMS	AMOUNT OF EACH PAYMENT (PLUS SALES TAX, IF APPLICABLE)	MONTHLY OTHER / SPECIFY	TERM OF LEASE (NO. OF MONTHS)	NO. OF PAYMENTS	SECURITY DEPOSIT
	\$ 780.27	X OTHER / SPECIFY	60 Months	60	\$ 780.27

TERMS AND CONDITIONS OF LEASE

1. LEASE AND TERM. Lessee agree to lease from Lessor, and Lessor agrees to lease to Lessee, the personal property described above, together with any attachments, replacement parts, substitutions, additions repairs or accessories now or hereafter incorporated in or affixed to it (the "Equipment"). The terms of this lease for each item of Equipment shall commence on the date such item is accepted by Lessee as provided in Section 2 and, except as otherwise expressly provided herein, shall continue for the number of months set forth in "Terms of Lease" above.
2. ACCEPTANCE OF EQUIPMENT. Lessee agrees to inspect the Equipment upon delivery and to execute an Acknowledgment and Acceptance of Equipment in the form attached hereto if Lessee is satisfied that the Equipment is satisfactory in every respect. Lessee hereby authorizes Lessor to insert in this Lease serial numbers or other identifying data with respect to accepted Equipment.
3. RENT. Lessee agrees to pay the rent for the Equipment in a total amount equal to the "Amount of Each Rental Payment" specified above multiplied by the number of payments specified in "No. of Rent Payments." Rent will be paid in advance and periodically as specified above. Rent payments shall be made by Lessee to Lessor at its address set forth above or as otherwise directed by Lessor. Lessee shall not be entitled to any abatement or reduction of, or set-off against, such rent for any reason whatsoever, including any defect in or damage to or failure to operate property of any Equipment. The first rent payment shall be due on the date the Equipment. The first rent payment shall be due on the date the Equipment is accepted by Lessee, and subsequent payments shall be due on the same day of each succeeding month (or other specified period) through the term of the Lease.
4. DISCLAIMER OF WARRANTIES; LIMITATION OF REMEDIES. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE OR ITS DESIGN, CONDITION, CAPACITY OR QUALITY. LESSEE LEASES THE EQUIPMENT "AS IS" AND WITH ALL FAULTS. LESSEE ACKNOWLEDGES THE FOREGOING DISCLAIMER AND REPRESENTS THAT THE EQUIPMENT WILL BE USED SOLELY FOR COMMERCIAL OR BUSINESS PURPOSES AND NOT FOR PERSONAL, FAMILY, HOUSEHOLD OR AGRICULTURAL PURPOSES. LESSEE AGREES THAT IF THE EQUIPMENT IS NOT PROPERLY INSTALLED OR DOES NOT OPERATE PROPERLY OR IS UNSATISFACTORY FOR ANY REASON, LESSEE'S ONLY REMEDY, IF ANY, SHALL BE AGAINST THE SUPPLIER OR MANUFACTURER OF THE EQUIPMENT AND NOT AGAINST LESSOR AND AGREES THE LESSEE SHALL HAVE NO REMEDY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES AGAINST LESSOR. LESSEE ACKNOWLEDGES THAT LESSOR HAS NOT PARTICIPATED IN ANY WAY IN LESSEE'S SELECTION OF THE EQUIPMENT OR THE SUPPLIER, AND THAT LESSOR HAS NOT SELECTED, MANUFACTURED, OR SUPPLIED THE EQUIPMENT. Provided Lessee is not in default under this Lease, Lessor assigns to Lessee any warranties made by the Supplier or the manufacturer of the Equipment.
5. STATUTORY FINANCE LEASE. The parties agree that this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code as adopted in Oregon. Lessee acknowledges and agrees that either (a) Lessee has reviewed and approved any written supply contract covering the Equipment purchased from the Supplier thereof for lease to Lessee, or (b) Lessor has informed or advised Lessee, in writing either previously or by this Lease, of the following: (i) the identity of the Supplier, (ii) that Lessee may have rights under the supply contract and (iii) that Lessee may contact the Supplier for a description of any such rights Lessee may have under the supply contract.
6. NO LIENS OR ASSIGNMENT BY LESSEE. WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, LESSEE MAY NOT ASSIGN THIS LEASE OR SUBLEASE THE EQUIPMENT OR ANY INTEREST THEREIN PERMIT THE EQUIPMENT TO BE SUBJECT TO ANY LIEN, PLEDGE OR TRANSFER THIS LEASE, OR OTHERWISE DISPOSE OF LESSEE'S INTEREST IN THE EQUIPMENT COVERED HEREBY.
7. ENTIRE AGREEMENT. THIS LEASE CONSTITUTES THE ENTIRE AGREEMENT BETWEEN LESSEE AND LESSOR CONCERNING THE SUBJECT MATTER HEREOF, AND THERE IS NO RELATED UNDERSTANDING OR AGREEMENT, WRITTEN OR ORAL, WHICH IS NOT SET FORTH HEREIN. THIS LEASE MAY NOT BE AMENDED EXCEPT BY A WRITING SIGNED BY LESSOR AND LESSEE AND SHALL INURE TO THE BENEFIT OF THE PARTIES HERETO AND THEIR PERMITTED SUCCESSORS AND ASSIGNS. ANY WAIVER BY LESSOR OF ANY PROVISION OF THIS LEASE SHALL NOT CONSTITUTE A WAIVER AS TO ANY OTHER INSTANCE. LESSEE UNDERSTANDS AND ACKNOWLEDGES THAT NO BROKER OR SUPPLIER, NOR ANY SALESMAN, BROKER, OR AGENT OF ANY BROKER OR SUPPLIER, IS AN AGENT OF LESSOR OR IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE, AND NO REPRESENTATION AS TO THE EQUIPMENT OR ANY OTHER MATTER BY ANY SUCH PERSON SHALL IN ANY WAY AFFECT LESSEE'S DUTY TO PAY THE RENTALS AND TO PERFORM LESSEE'S OBLIGATIONS SET FORTH IN THIS LEASE.
8. CHOICE OF LAW; JURISDICTION AND VENUE OF LITIGATION; SERVICE OF PROCESS; WAIVER OF JURY TRIAL. THIS LEASE WAS EXECUTED BY LESSOR IN THE STATE OF OREGON. THIS LEASE, AND ALL RIGHTS AND LIABILITIES OF THE PARTIES HERETO, SHALL BE DETERMINED AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF OREGON, EXCEPT FOR LOCAL RECORDING STATUTES. LESSOR AND LESSEE HEREBY SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN WASHINGTON OR MULTNOMAH COUNTIES, OREGON FOR ALL LEGAL PROCEEDINGS ARISING DIRECTLY OR INDIRECTLY FROM THIS LEASE AND EACH IRREVOCABLY WAIVES ANY OBJECTION TO ANY SUCH PROCEEDING BASED ON VENUE OR INCONVENIENT FORUM, TO THE EXTENT PERMITTED BY LAW. EACH PART HERETO IRREVOCABLY AGREES THAT SERVICE OF PROCESS IN ANY SUCH PROCEEDING MAY BE MADE IN THE MANNER PROVIDED FOR THE GIVING OF NOTICES HEREIN AND IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY SUCH PROCEEDING.
- LESSEE'S INITIALS: *BR*
- THIS LEASE IS NOT CANCELLABLE OR TERMINABLE BY LESSEE.
- SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE A PART OF THIS LEASE.
- LESSOR: Greyrock Capital Group, Inc.
V.P. FINANCE *Richard V. ...*
BY *Bruce A. Robbins* DATE *3-8-95*
BUSINESS LEASING GROUP ITS DATE *3-27-95*

EQUIPMENT LEASE GUARANTY

This Guaranty is executed by the undersigned, jointly and severally if more than one (collectively, the "Guarantor"), for the benefit of and its successors and assigns ("Lessor"), to induce Lessor to enter into the above Lease with the above-named Lessee.

WHEREAS, Guarantor has an interest, financial or otherwise, in Lessee, and it is to Guarantor's benefit that Lessor enter into the Lease, and Guarantor has read the proposed Lease in full and finds its terms acceptable.

NOW, THEREFORE, to induce Lessor to enter into the Lease, Guarantor hereby unconditionally and irrevocably guaranties to Lessor the prompt payment of all rent and other sums now or hereafter due (as scheduled, by acceleration or otherwise) under the Lease and the timely and full performance by Lessee of all of its obligations under the Lease.

The obligations of Guarantor hereunder are direct and primary obligations of the Guarantor and are not contingent upon any attempt to collect from or proceed against Lessee or any other person or to realize upon any collateral. This is a guaranty of payment and not of collection. To the fullest extent permitted by law, Guarantor hereby waives the benefit of any suretyship defenses affecting its liability hereunder or the enforcement hereof.

Guarantor authorizes Lessor, without notice or demand, and without affecting any liability of Guarantor hereunder, from time to time to renew, extend, accelerate, amend, modify or otherwise change the payment or other terms of the Lease or any part thereof. Lessor may, without notice, assign this Guaranty in whole or in part.

Guarantor hereby waives any right to require Lessor to: (a) proceed against Lessee; (b) proceed against or exhaust any security held by Lessor; or (c) pursue any other remedy in Lessor's power. Guarantor waives any defense arising by reason of any defense of Lessee, or by reason of the cessation, from any cause whatsoever, of the liability of Lessee under the Lease. Guarantor waives any and all demands for performance, notices of nonperformance or default, and notices of cancellation or forfeiture. Lessor may apply all proceeds received from Lessee or others to such part of Lessee's indebtedness as Lessor may deem appropriate without consulting Guarantor and without prejudice to or in any way limiting or lessening the liability of Guarantor under this Guaranty. Guarantor hereby irrevocably waives all rights it may have at any time, by way of subrogation or otherwise, to recover any amounts paid hereunder from Lessee and agrees that if any amount paid by Lessee to Lessor is returned by Lessor, this Guaranty shall cover such amount as though it had not originally been paid by Lessee.

This Guaranty shall not be affected or discharged by the death of the undersigned, but shall bind Guarantor's heirs and personal representatives, and shall inure to the benefit of Lessor's successors and assigns.

This instrument constitutes the entire agreement between Lessor and Guarantor. No oral or written representation not contained herein shall in any way affect this Guaranty, which shall not be modified except by the parties in writing. Waiver by Lessor of any provision hereof in one instance shall not constitute a waiver as to any other instance.

This Guaranty was accepted in the State of Oregon by Lessor.

THIS GUARANTY, AND ALL RIGHTS AND LIABILITIES OF THE PARTIES HERETO, SHALL BE DETERMINED AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF OREGON.

GUARANTOR HEREBY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN WASHINGTON OR MULTNOMAH COUNTIES, OREGON FOR ALL ACTIONS AND PROCEEDINGS ARISING DIRECTLY OR INDIRECTLY FROM THIS GUARANTY AND IRREVOCABLY WAIVES ANY OBJECTION TO ANY SUCH PROCEEDING BASED ON VENUE OR INCONVENIENT FORUM, TO THE EXTENT PERMITTED BY LAW. GUARANTOR HERETO IRREVOCABLY AGREES THAT SERVICE OF PROCESS IN ANY SUCH PROCEEDING MAY BE MADE IN THE MANNER PROVIDED FOR THE GIVING OF NOTICES IN THE LEASE AND WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY SUCH PROCEEDING.

IMPORTANT: THIS AGREEMENT CREATES LEGAL OBLIGATIONS. DO NOT SIGN IT UNTIL YOU HAVE FULLY READ IT. BY SIGNING YOU COMPLETELY AGREE TO ITS TERMS.

IN WITNESS WHEREOF, the undersigned Guarantor(s) has/have executed this Guaranty this *8* day of *March* 19*95*

Bruce A. Robbins
GUARANTOR: Bruce A. Robbins, Individual

Richard V. ...
WITNESS

9. **COMMENCEMENT AND EXPIRATION.** This lease commences upon Lessor's execution hereof. Lessor shall have no obligation to Lessee under this Lease for the Equipment, for whatever reason, is not delivered to Lessee or if Lessee fails to execute and deliver to Lessor an Acknowledgement and Acceptance of Equipment by Lessee for the Equipment within 30 days after the Equipment is delivered to Lessee.

10. **SECURITY DEPOSIT.** As security for the prompt and full payment of all amounts due, and Lessee's complete performance of all of its obligations, under this Lease, and any extension or renewal hereof, Lessee has deposited with Lessor the amount shown under the caption "Security Deposit" above. If Lessee defaults in the performance of its obligations under this Lease, Lessor shall have the right, but shall not be obligated, to apply the security deposit to the curing of such default. Within 15 days after Lessor mails notice to Lessee that Lessor has applied any portion of the security deposit to the curing of any default, Lessee shall restore said security deposit to the full original amount. On the expiration or earlier termination or cancellation of this Lease, provided Lessee has fully performed all payment and other provisions of this Lease, Lessor will return to the Lessee any then remaining balance of said security deposit, without interest. Said security deposit may be commingled with Lessor's other funds.

11. **LIMITED PREARRANGED AMENDMENTS; SPECIFIC POWER OF ATTORNEY.** In the event it is necessary to amend the terms of this Lease to reflect a change in one or more of the following conditions:

- Lessor's actual cost of procuring the Equipment or providing the same to Lessee; or
- A change in rental payments as a result of (a) above; or
- The description of the Equipment,

Lessee agrees that any such amendment may be described in a letter from Lessor to Lessee, and unless within 15 days after the date of such letter Lessee objects in writing to Lessor, this Lease shall be deemed amended as set forth therein and such amendments shall be incorporated in this Lease as if originally set forth herein.

Lessee grants to Lessor a specific power of attorney as follows: (1) Lessor may sign and file on Lessee's behalf any document Lessor deems necessary to perfect or protect Lessor's interest in the Equipment pursuant to the Uniform Commercial Code or otherwise; and (2) Lessor may make a claim for, receive payment of, sign, endorse or negotiate for Lessor's benefit any instrument or document representing proceeds from any policy of insurance covering the Equipment.

12. **LESSEE'S REPRESENTATIONS AND WAIVERS.** To the extent permitted by applicable law, Lessee hereby waives any and all rights and remedies conferred upon a lessee by Sections 2A-508 through 2A-522 of the Uniform Commercial Code, including Lessee's right to: (i) cancel this Lease, (ii) repudiate this Lease, (iii) reject the Equipment; (iv) revoke acceptance of the Equipment; (v) recover damages from Lessor for any breaches of warranty or for any other reason; (vi) a security interest in the Equipment in Lessee's possession or control for any reason; (vii) deduct all or any part of any claimed damages resulting from Lessor's default, if any, under this Lease; (viii) accept partial delivery of the Equipment; (ix) "cover" by making any purchase or lease of or contract to purchase or lease equipment in substitution for that due from Lessor; (x) recover any general special, incidental, or consequential damages, for any reason whatsoever, and (xi) specific performance, replevin, detinue, sequestration, claim and delivery or the like for any Equipment identified in this Lease. To the extent permitted by applicable law, Lessee also hereby waives any rights now or hereafter conferred which may limit or modify any of Lessor's rights or remedies under Section 2A below.

13. **LOCATION.** The Equipment shall be kept at the location specified above or if none is specified, at Lessee's address as set forth above and shall not be removed without Lessor's prior written consent. Lessor shall have the right to enter upon the premises where the Equipment is located to inspect the Equipment during normal business hours upon reasonable prior notice to Lessee.

14. **USE.** Lessee shall use the Equipment in a careful manner, make all necessary repairs at Lessee's expense so as to keep the Equipment in good operating condition, ordinary wear and tear from proper use excepted, shall comply with all laws relating to its possession, use, or maintenance, and shall not make any alterations, additions, or improvements to the Equipment without Lessor's prior written consent. All additions, repairs or improvements made to the Equipment shall belong to Lessor.

15. **OWNERSHIP; PERSONALTY.** The Equipment is, and shall remain, the property of Lessor, and Lessee shall have no right, title, or interest in the Equipment except as expressly set forth in this Lease. Lessee has no option to purchase any Equipment unless otherwise specified in a writing signed by Lessor. The Equipment shall remain personal property even though installed in or attached to real property.

16. **SURRENDER.** Upon the expiration or earlier termination or cancellation of this Lease, Lessee, at its expense, shall return the Equipment in the condition required to be maintained hereunder by delivering it, packed and ready for shipment, to such place or carrier as Lessor may specify.

17. **RENEWAL.** At Lessor's option, this Lease may be continued on a month-to-month basis until 30 days after Lessee returns the Equipment to Lessor. In the event the Lease is so continued, Lessee shall pay to Lessor rent in the same periodic amounts indicated under "Amount of Each Rental Payment" above.

18. **LOSS AND DAMAGE.** Lessee shall at all times after signing this Lease bear the entire risk of loss, theft, damage or destruction of the Equipment from any cause whatsoever, and no loss, theft, damage or destruction of the Equipment shall relieve Lessee of the obligation to pay rent or to comply with any other obligation under this Lease. In the event of damage to any part of the Equipment, Lessee shall immediately place the same in good repair at Lessee's expense. If Lessor determines that any part of the Equipment is lost, stolen, destroyed, or damaged beyond repair, Lessee shall, at Lessor's option, do one of the following:

- Replace the same with like equipment in good repair, acceptable to Lessor; or
- Pay Lessor in cash the following: (i) all amounts due by Lessee to Lessor under this Lease up to the date of loss; (ii) the accelerated balance of all amounts due for the remaining term of this Lease attributable to said item, discounted to present value at a discount rate equal to the prime rate, as of the date of loss; and (iii) the Lessor's estimate as of the time this Lease was entered into of Lessor's residual interest in the Equipment discounted to present value at a discount rate equal to the prime rate, as of the date of loss. Upon Lessor's receipt of payment as set forth above, Lessee shall have no further obligation to pay rent hereunder with respect to the applicable Equipment and Lessee shall be entitled to Lessor's interest in such Equipment "as is, where is" and without any warranty, express or implied from Lessor, other than the absence of any liens by, through or under Lessor. So long as no amounts are owing to Lessor hereunder, if proceeds of insurance required to be maintained hereunder are used to fully comply with this subparagraph, the balance of any such proceeds shall go to Lessee to compensate for loss of use of the Equipment for the remaining term of the Lease.

19. **INSURANCE; LIENS; TAXES.** Lessee shall provide and maintain, with insurance companies satisfactory to Lessor, insurance against loss, theft, damage or destruction of the Equipment in an amount not less than the full replacement value of the Equipment, with loss payable to Lessor. Lessee shall also provide and maintain comprehensive general all-risk liability insurance, including product liability coverage, insuring Lessor and Lessee, with a severability of interest endorsement, or its equivalent, against any and all loss or liability for all damages, either to persons or property or otherwise, which might result from or happen in connection with the condition, use, or operation of the Equipment, in an amount, with such deductibles and with an insurer satisfactory to Lessor. Each policy shall expressly provide that said insurance as to Lessor and its assigns shall not be invalidated by any act, omission, or neglect of Lessee

and cannot be canceled or modified without 30 days prior written notice to Lessor. As to each policy, Lessee shall furnish to Lessor a certificate of insurance from the insurer, which certificate shall evidence the insurance coverage required by this paragraph. Lessor shall have no obligation to ascertain the existence of or provide any insurance coverage of the Equipment or for Lessee's benefit. If Lessee fails to provide such insurance, Lessor will have the right, but no obligation, to have such insurance protecting Lessor placed at Lessee's expense. Such placement will result in an increase in Lessee's periodic payments, such increase being attributed to Lessor's costs of obtaining such insurance and any customary charges or fees of Lessor's or its designee associated with such insurance. Lessor may terminate or allow to lapse any coverage obtained by Lessor without having any liability to Lessee. Lessee shall keep the Equipment free and clear of all liens, liens, and encumbrances. Lessee shall pay all charges, assessments, and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession, or use of the Equipment, including, however, all taxes on or measured by Lessor's net income or, if Lessor requests, shall pay the same to Lessor who shall thereupon make payment. If Lessee fails to pay said charges, assessments or taxes, Lessor shall have the right, but shall not be obligated, to pay the same. In that event, Lessor shall notify Lessee of such payment and Lessee shall repay to Lessor the cost thereof within 15 days after such notice is mailed to Lessee.

20. **INDEMNITY.** Lessee shall hold Lessor harmless and indemnify and defend Lessor against any and all harm, losses, expenses, claims, actions, damages, or liabilities including attorney's fees arising out of or connected with the Equipment or this Lease, other than those directly caused by Lessor's gross negligence or willful misconduct. Such indemnification shall survive the expiration, cancellation, or termination of this Lease. Lessee waives any immunity Lessee may have under any industry insurance act with regard to indemnification of Lessor.

21. **ASSIGNMENT BY LESSOR.** Any assignee of Lessor shall have all of the rights but none of the obligations of Lessor under this Lease. Lessee shall recognize and hereby consents to any assignment of this Lease by Lessor, and shall not assert against the assignee any defense, counterclaim or set-off that Lessee may have against Lessor. This Lease inures to the benefit of and is binding upon the heirs, devisees, personal representatives, survivors, successors in interest, and permitted assign of the parties hereto.

22. **PAST DUE PAYMENTS; INTEREST.** Lessee shall pay to Lessor a late charge on an amount not paid when due under this Lease equal to the lesser of 7% of such amount and the maximum amount allowed by law. Lessee shall pay to Lessor any actual additional expenses incurred by Lessor in collection efforts, including legal fees, long-distance telephone charges and travel expenses.

23. **DEFAULT.** Lessee shall be in default hereunder if:

- Lessee fails to make any payment due under this Lease for a period of 10 days from the due date thereof; or
- Lessee fails to observe, keep or perform any provision of this Lease, and such failure continues for 10 days; or
- Lessee makes any misleading or false statement in connection with application for or performance of this Lease; or
- The Equipment or any part thereof is subject to any lien, levy, seizure, assignment, transfer, bulk transfer, encumbrance, application, attachment, execution, sublease, or sale without prior written consent of Lessor, or if Lessee abandons the Equipment or permits any other entity or person to use the Equipment without the prior written consent of Lessor; or
- Lessee or any guarantor (a "Guarantor") of this Lease dies or ceases to exist; or
- Lessee or any Guarantor defaults under any other agreement either has with Lessor; or
- A petition in bankruptcy is filed by or against Lessee or any Guarantor, or if Lessee or any Guarantor sells all or a substantial part of its assets, or if Lessee is a corporation and a majority of Lessee's voting stock is transferred, or if Lessee or any Guarantor makes an assignment for the benefit of creditors.

24. **REMEDIES.** If Lessee is in default, then Lessor, to the extent permitted by applicable law with or without notice to Lessee of any kind, including notice of intent to accelerate and notice of acceleration, shall have the right to exercise any one or more of the following remedies, concurrently or separately, and without any election of remedies being deemed to have been made:

- Lessor may enter upon Lessee's premises and without any court order or other process of law or notice to Lessee, may repossess and remove the Equipment, or render the Equipment unusable without removal. Lessee hereby waives any trespass or right of action for damage by reason of such entry, removal or disabling. Any such repossession shall not constitute termination of this Lease unless Lessor so notifies Lessee in writing;
- Lessor may require Lessee, at Lessee's expense, to return the Equipment in the condition required to be maintained hereunder, by delivering it, packed and ready for shipment, to such place or carrier as Lessor may specify;
- Lessor may cancel or terminate this Lease and may retain any and all prior payments paid by Lessee;
- Lessor may declare all sums due and to become due under this Lease immediately due and payable, including as to any or all items of Equipment;
- Lessor, in its sole discretion, may re-lease the Equipment, without notice to Lessee, to any third party, upon such terms and conditions as Lessor alone shall determine, or may sell the Equipment, without notice to Lessee, at private or public sale, at which sale Lessor may be the purchaser;
- Lessor may sue for and recover from Lessee the sum of all accrued and unpaid rents and other payments due under this Lease, all accelerated future payments due under this Lease, discounted to their present value at a discount rate equal to the prime rate as of the date of default plus Lessor's estimate at the time this Lease was entered into of Lessor's residual interest in the Equipment, reduced to present value at a discount rate equal to the prime rate as of the date of default, less the net proceeds of disposition, if any, of the Equipment;
- To pursue any other remedy available at law, by statute or in equity.

No right or remedy herein conferred upon or reserved to Lessor is exclusive of any other right or remedy but each shall be cumulative of every other right or remedy and may be enforced concurrently therewith or from time to time. No single or partial exercise by Lessor of any right or remedy hereunder shall preclude any other or further exercise of any other right or remedy.

25. **MULTIPLE LESSEES.** Lessor may, with the consent of any Lessee hereunder, modify, extend, or change any of the terms hereof without consent or knowledge of any other Lessee, without in any way releasing, waiving or impairing any right granted to Lessor against any other Lessee. Each Lessee is jointly and severally responsible and liable to Lessor under this Lease.

26. **EXPENSE OF ENFORCEMENT.** In the event of any legal action with respect to this Lease, the prevailing party in any such action shall be entitled to reasonable attorney's fees, together with all costs and expenses incurred in pursuit thereof.

27. **SEVERABILITY.** No provision of this Lease that may be deemed unenforceable shall in any way invalidate any other provision or provisions hereof, all of which shall remain in full force and effect.

28. **NOTICES.** All notices under this Lease shall be sufficient if given personally, by telecopy or overnight courier or mailed to the party involved by certified mail, return receipt requested, at the address set forth above, or at such other address as such party may provide in writing from time to time. Any such notice shall be effective when received or when delivery is refused.

EXHIBIT "A"

Greyrock Capital Group, Inc. Lease No. 88406

- 1) Heston Big Baler, Model 4800, SN: BB482015
w/ Heston Big Bale Accumulator, Model 4870

Serial # BB482015

This Exhibit "A" is attached hereto and made a part of Greyrock Capital Group, Inc. Lease No. _____

Bruce A. Robbins, Individual & dba
LESSEE: Bruce Robbins Farming

BY: Bruce A Robbins

Bruce A. Robbins, Individual/Owner

BY: _____

ADDENDUM TO LEASE AGREEMENT

That certain lease Schedule entered into by and between Greyrock Capital Group, Inc., as Lessor, and Bruce Robbins, Ind., DBA Bruce Robbins Farming, as Lessee, dated ✓ 3/8/95. In consideration of the mutual covenants herein contained and for other good and valuable consideration, is hereby amended to include the following:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Lessee has the privilege and hereby commits to purchase all of the equipment described in said lease (and not merely part thereof) upon the expiration of the initial lease term for the amount of \$3,100.00, plus applicable sales tax (and any other additional tax applicable to such sale), if any.

The said purchase price (and applicable tax(es), if any) shall be due and payable by Lessee in full within 10 days after expiration of the initial lease term.

Upon receipt by the Lessor of the full purchase price, Lessor will furnish Lessee with a bill of sale warranting good title to the equipment, but excepting any impairment thereof by reason of any acts by the Lessee or those making claim against the Lessee. The bill of sale will also provide that the purchase shall be "as is" "where is" and without any other warranties, expressed or implied.

Except as specifically provided herein, all the terms and conditions of said Lease shall remain in full force and effect as provided therein.

Bruce Robbins, Ind., DBA Bruce Robbins Farming

Lessee

Greyrock Capital Group, Inc.

Lessor

By: X Bruce Robbins

Bruce Robbins, Individual/Owner

By: _____

✓ Date: 3/8/95

Date: _____

STATE OF IDAHO FINANCING STATEMENT - FORM UCC-1

Filing Office Use Only

- Instructions:
- PLEASE TYPE THIS FORM IN BLACK
 - Filing fees:
 - With Secretary of State. Except for pre-paid account users, enclose filing fee of \$6.00 if form is typed, or \$10.00 if not typed. For attachments, add \$1.00 per printed page. Pre-paid account users must enter Customer Number in "Filing Office Use" block to right.
 - Fixture filing with county recorder. Enclose recording fee of \$3.00 per page.
 - File only the original. Make copies for your file. The original will be returned as your acknowledgment.
 - Enter only one debtor's name or assumed name per debtor block exactly as it is to be indexed. If more than four names, use an attached sheet. Enter individual debtor names: Last, First Middle Title; e.g. Smith, John Alan Jr.
 - When the obligation has been satisfied, complete the Termination Statement and return the original to the filing officer.

Form approved by Pete T. Cenarrusa, Secretary of State, UCC Division, Statehouse, Boise, ID 83720, Ph 208-334-3191.

Debtor #1 (Last name, first, middle, title & mailing address)		Debtor #3	
Robbins, Bruce A. P.O. Box 386 Rupert, Idaho 83350 as Lessee			
Debtor #2		Debtor #4	
Robbins, Bruce Farming P.O. Box 386 Rupert, Idaho 83350 as Lessee			
Secured Party and Address		Assignee and Address	
Greyrock Capital Group 9245 SW Nimbus Ave. Beaverton, Oregon 97005 as Lessor			
Mailing Address for acknowledgment, if not Secured Party		Check If Covered <input type="checkbox"/> Products of collateral are also covered If one of the following boxes is checked, the secured party may sign the financing statement. The collateral described herein is: <input type="checkbox"/> Brought into this state already subject to a security interest in another jurisdiction. <input type="checkbox"/> Subject to a security interest in another jurisdiction, and the debtor's location has changed to this state. <input type="checkbox"/> Proceeds of the original collateral described above in which a security interest was perfected. <input type="checkbox"/> The subject of a financing statement which has lapsed. <input type="checkbox"/> Subject to a security interest perfected under a prior name or identity of the debtor.	

This financing statement covers the following types or items of property:

(If this is a fixture, timber or mineral filing to be recorded with the County Recorder, include legal description and name of record owner, if required.)

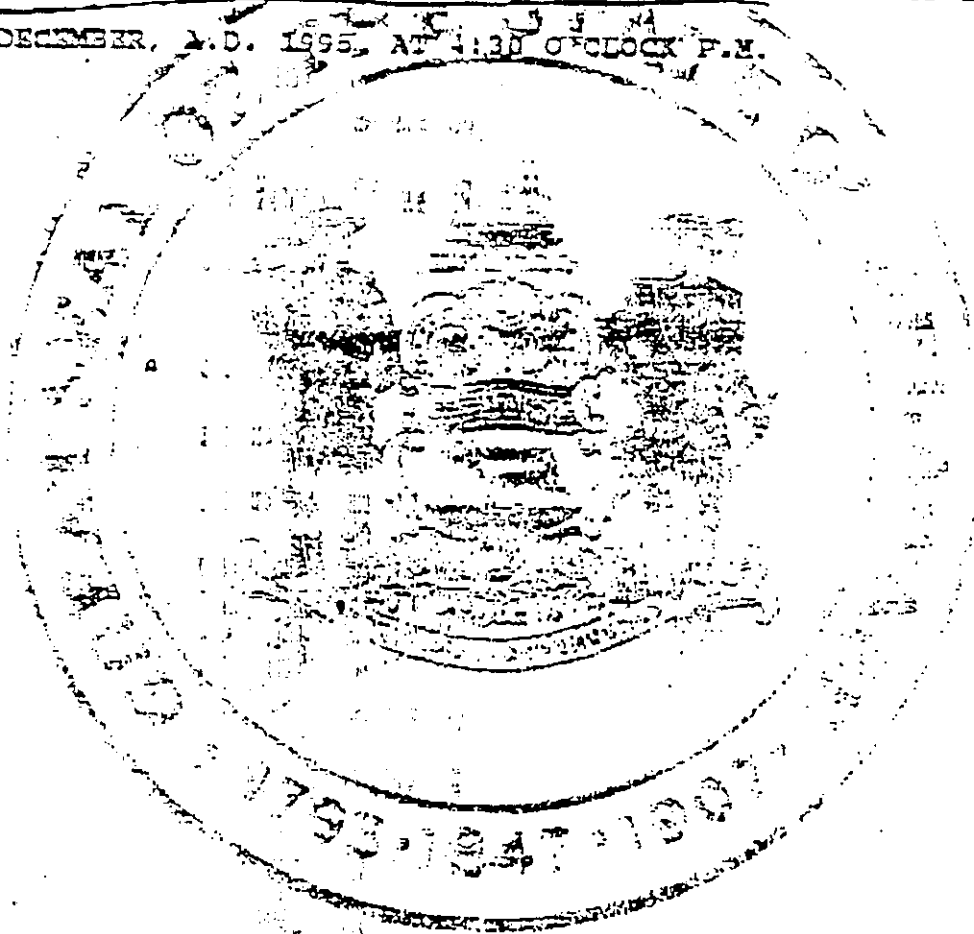
SEE EXHIBIT "A" ATTACHED HERewith THAT BECOMES A PART HEREOF

Signature(s) of Debtor(s)		Filing Office Use Only	
X <u>Bruce A Robbins</u> Bruce A. Robbins, Individual/Owner			
Secured Party Signature			
TERMINATION STATEMENT-The Secured Party no longer claims a security interest under the financing statement.			
Secured Party or Assignee of Record		Date	

Revised 7/91

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THAT THE SAID "GREYROCK CAPITAL
GROUP INC.", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME
TO "NATIONSCREDIT COMMERCIAL CORPORATION", THE TWENTY-EIGHTH DAY
OF DECEMBER, A.D. 1995, AT 1:30 O'CLOCK P.M.



Edward J. Freel
Edward J. Freel, Secretary of State

2351529 8320

960000053

AUTHENTICATION:

DATE:

7773730

01-02-96

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of December 31, 1998 (this "Agreement"), between NationsCredit Commercial Corporation, a Delaware corporation ("Seller"), and Textron Financial Corporation, a Delaware corporation ("Buyer").

WITNESSETH

WHEREAS, Buyer and Seller have concurrently herewith consummated the purchase by Buyer of the Purchased Assets pursuant to the terms and conditions of the Asset Purchase Agreement dated as of December 31, 1998 (the "Asset Purchase Agreement" terms defined in the Asset Purchase Agreement and not otherwise defined herein being used herein as therein defined);

WHEREAS, on the terms and conditions set forth in the Asset Purchase Agreement, Seller has agreed to sell, transfer, assign and deliver to Buyer the Purchased Assets and Buyer has agreed to assume from Seller the Assumed Liabilities;

NOW, THEREFORE, in consideration of the sale of the Purchased Assets and the assumption of the Assumed Liabilities, and in the accordance with the terms and conditions of the Asset Purchase Agreement, Buyer and Seller agree as follows:

1. Seller does hereby grant, sell, transfer, assign and deliver to Buyer all of the right, title and interest of Seller in, to and under the Purchased Assets and (b) Buyer does hereby accept all such right, title and interest of Seller in, to and under the Purchased Assets. Buyer does hereby agree, effective as of the Closing, to perform and discharge, as the same shall become due, all duties and obligations of Seller under the Assigned Contracts (except as may otherwise provided for in the Asset Purchase Agreement).

2. Seller does hereby assign to Buyer and Buyer does hereby undertake and assume, and agree to fully pay, perform and discharge, if, as and when due, all of the Assumed Liabilities (except as may otherwise provided for in the Asset Purchase Agreement).

3. The Agreement is executed pursuant to the Asset Purchase Agreement and is subject to, and entitled to the benefits of, the representations, warranties, covenants and agreements set forth therein.

4. This Agreement shall be governed by and construed in accordance with the law of the State of Connecticut.

5. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

NATIONSCREDIT COMMERCIAL
CORPORATION

By: David E. Erb
Name David E. Erb
Title Managing Director

TEXTRON FINANCIAL CORPORATION

By: _____
Name
Title

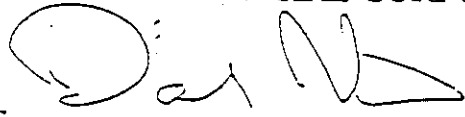
5. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first ~~written~~ above.

NATIONSCREDIT COMMERCIAL
CORPORATION

By: _____
Name
Title

TEXTRON FINANCIAL CORPORATION

By:  _____
Name DAVID WISEN
Title VICE PRESIDENT

Textron Financial Corporation, Subsidiary of Textron, Inc.

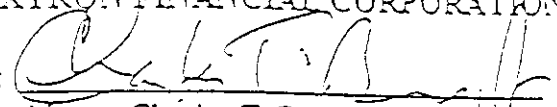
ASSISTANT SECRETARY'S CERTIFICATE

I, Charles T. Brusso, Jr., Attorney and Assistant Secretary of Textron Financial Corporation, a Delaware corporation, hereby certify that Textron Financial Corporation, pursuant to an Asset Purchase Agreement between NationsCredit Commercial Corporation as Seller and Textron Financial Corporation as Buyer, dated as of December 31, 1998, has acquired substantially all of the assets of Business Leasing Group, a division of NationsCredit Commercial Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 24th day of March, 1999.

TEXTRON FINANCIAL CORPORATION

By:



Print Name: Charles T. Brusso, Jr.

Title: Attorney and Assistant Secretary

United States Bankruptcy Court		PROOF OF CLAIM	THIS SPACE IS FOR COURT USE ONLY
District of Idaho			
In re- (Name of debtor) Bruce Robbins d/b/a Bruce Robbins Farming		Case Number 99-41532	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.			
Name of Creditor (The person or other entity to whom the debtor owes money or property) Textron Financial Corporation		<input type="checkbox"/> Check if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check if the address differs from the address on the envelope sent to you by the court.	
Name and Address Where Notices Should be Sent Textron Financial Corporation P.O. Box 6687 Providence, RI 02940			
Telephone No. 888-832-8312 Ext. 4437			
ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: 01-001-0102502-01-88406		Check box if Claim <input type="checkbox"/> replaces a previously filed claim, amends dated: _____	
1. BASIS FOR CLAIM			
<input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money Loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other (Describe Briefly) Leased Equipment		<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114 (a) <input type="checkbox"/> Wages, salaries and compensation (fill out below) Your social security number _____ Unpaid compensation for services performed from _____ to _____ (date) (date)	
2. DATE DEBT WAS INCURRED 03/08/1995		3. IF COURT JUDGEMENT, DATE OBTAINED:	
4. CLASSIFICATION			
(2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.			
<input checked="" type="checkbox"/> SECURED CLAIM \$ 14,962.80 Attach evidence of perfection of security interest Brief Description of collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other (Describe briefly) Leased Equipment Amount of arrearage and other charges at time case filed included in secured claim above, if any \$ _____ <input type="checkbox"/> UNSECURED NONPRIORITY CLAIM \$ _____ A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim. <input type="checkbox"/> UNSECURED PRIORITY CLAIM \$ _____ Specify the priority of the claim.		<input type="checkbox"/> Wages, salaries or commissions (up to \$4000), *earned not more than 90 days before petitioner cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507 (a)(3) <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § (a)(4) <input type="checkbox"/> Up to \$1,800* of deposits toward purchase, lease or rental of property or services for personal, family or household use - 11 U.S.C. § (a)(6) <input type="checkbox"/> Alimony, maintenance or support owed to a spouse, former spouse or child - 11 U.S.C. § (a)(7) <input type="checkbox"/> Taxes or penalties of governmental units-11U.S.C. § 507(a)(8) <input type="checkbox"/> Other- Specify applicable paragraph of 11 U.S.C. § 507 (a) _____ *Amounts are subject to adjustment on 4/1/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.	
5. TOTAL AMOUNT OF CLAIM AT THE TIME CASE FILED:			
(UNSECURED) \$14,962.80 (SECURED) _____ (PRIORITY) _____		\$ 14,962.80 (TOTAL)	
<input type="checkbox"/> Check if claim includes charges in addition to principal amount or the claim. Attach itemized statement of all additional charges.			
6. CREDITS AND SETOFFS: The amount of all payment on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.			THIS SPACE IS FOR COURT USE ONLY
7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgements or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.			
8. TIME-STAMPED COPY: To receive acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.			
Date 10/17/2000	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim attach copy of power of attorney, if any) Annette Dunn Recovery Specialist <i>Annette Dunn</i>		

FULL LEGAL NAME AND ADDRESS OF LESSEE
Bruce A. Robbins, Individual & dba
Bruce Robbins Farming
P.O. Box 386
Rupert, Idaho 83350

SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)
Beddes Farm Center
Route 1
St. Anthony, Idaho 83445

QUANTITY

DESCRIPTION, MODEL #, CATALOG #, SERIAL # OR OTHER IDENTIFICATION

EQUIPMENT

SEE EXHIBIT "A" ATTACHED HERewith THAT BECOMES A PART HEREOF

EQUIPMENT LOCATION IF DIFFERENT

STREET ADDRESS
Route 1

CITY
Rupert

COUNTY
Minidoka

STATE
Idaho

ZIP
83350

TERMS	AMOUNT OF EACH PAYMENT (PLUS SALES TAX, IF APPLICABLE)	MONTHLY OTHER / SPECIFY	TERM OF LEASE (NO. OF MONTHS)	NO. OF PAYMENTS	SECURITY DEPOSIT
	\$ 780.27	<input checked="" type="checkbox"/> OTHER / SPECIFY	60 Months	60	\$ 780.27

TERMS AND CONDITIONS OF LEASE

1. LEASE AND TERM. Lessee agrees to lease from Lessor, and Lessor agrees to lease to Lessee, the personal property described above, together with any attachments, replacement parts, substitutions, additions, repairs or accessories now or hereafter incorporated in or affixed to it (the "Equipment"). The terms of this lease for each item of Equipment shall commence on the date such item is accepted by Lessee as provided in Section 2 and, except as otherwise expressly provided herein, shall continue for the number of months set forth in "Terms of Lease" above.
2. ACCEPTANCE OF EQUIPMENT. Lessee agrees to inspect the Equipment upon delivery and to execute an Acknowledgment and Acceptance of Equipment in the form attached hereto if Lessee is satisfied that the Equipment is satisfactory in every respect. Lessee hereby authorizes Lessor to insert in this Lease serial numbers or other identifying data with respect to accepted Equipment.
3. RENT. Lessee agrees to pay the rent for the Equipment in a total amount equal to the "Amount of Each Rental Payment" specified above multiplied by the number of payments specified in "No. of Rent Payments." Rent will be paid in advance and periodically as specified above. Rent payments shall be made by Lessee to Lessor at its address set forth above or as otherwise directed by Lessor. Lessee shall not be entitled to any abatement or reduction of, or set-off against, such rent for any reason whatsoever, including any defect in or damage to or failure to operate property of any Equipment. The first rent payment shall be due on the date the Equipment. The first rent payment shall be due on the date the Equipment is accepted by Lessee, and subsequent payments shall be due on the same day of each succeeding month (or other specified period) through the term of the Lease.
4. DISCLAIMER OF WARRANTIES; LIMITATION OF REMEDIES. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE OR ITS DESIGN, CONDITION, CAPACITY OR QUALITY. LESSEE LEASES THE EQUIPMENT "AS IS" AND WITH ALL FAULTS. LESSEE ACKNOWLEDGES THE FOREGOING DISCLAIMER AND REPRESENTS THAT THE EQUIPMENT WILL BE USED SOLELY FOR COMMERCIAL OR BUSINESS PURPOSES AND NOT FOR PERSONAL, FAMILY, HOUSEHOLD OR AGRICULTURAL PURPOSES. LESSEE AGREES THAT IF THE EQUIPMENT IS NOT PROPERLY INSTALLED OR DOES NOT OPERATE PROPERLY OR IS UNSATISFACTORY FOR ANY REASON, LESSEE'S ONLY REMEDY, IF ANY, SHALL BE AGAINST THE SUPPLIER OR MANUFACTURER OF THE EQUIPMENT AND NOT AGAINST LESSOR AND AGREES THE LESSEE SHALL HAVE NO REMEDY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES AGAINST LESSOR. LESSEE ACKNOWLEDGES THAT LESSOR HAS NOT PARTICIPATED IN ANY WAY IN LESSEE'S SELECTION OF THE EQUIPMENT OR THE SUPPLIER, AND THAT LESSOR HAS NOT SELECTED, MANUFACTURED, OR SUPPLIED THE EQUIPMENT. Provided Lessee is not in default under this Lease, Lessor assigns to Lessee any warranties made by the Supplier or the manufacturer of the Equipment.
5. STATUTORY FINANCE LEASE. The parties agree that this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code as adopted in Oregon. Lessee acknowledges and agrees that either (a) Lessee has reviewed and approved any written supply contract covering the Equipment purchased from the Supplier thereof for lease to lessee, or (b) Lessor has informed or advised Lessee, in writing either previously or by this Lease, of the following: (i) the identity of the Supplier; (ii) that Lessee may have rights under the supply contract and (iii) that Lessee may contact the Supplier for a description of any such rights Lessee may have under the supply contract.
6. NO LIENS OR ASSIGNMENT BY LESSEE. WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, LESSEE MAY NOT ASSIGN THIS LEASE OR SUBLEASE THE EQUIPMENT OR ANY INTEREST THEREIN PERMIT THE EQUIPMENT TO BE SUBJECT TO ANY LIEN, PLEDGE OR TRANSFER THIS LEASE, OR OTHERWISE DISPOSE OF LESSEE'S INTEREST IN THE EQUIPMENT COVERED HEREBY.
7. ENTIRE AGREEMENT. THIS LEASE CONSTITUTES THE ENTIRE AGREEMENT BETWEEN LESSEE AND LESSOR CONCERNING THE SUBJECT MATTER HEREOF, AND THERE IS NO RELATED UNWRITTEN OR AGREEMENT, WRITTEN OR ORAL, WHICH IS NOT SET FORTH HEREIN. THIS LEASE MAY NOT BE AMENDED EXCEPT BY A WRITING SIGNED BY LESSOR AND LESSEE AND SHALL INURE TO THE BENEFIT OF THE PARTIES HERETO AND THEIR PERMITTED SUCCESSORS AND ASSIGNS. ANY WAIVER BY LESSOR OF ANY PROVISION OF THIS LEASE SHALL NOT CONSTITUTE A WAIVER AS TO ANY OTHER INSTANCE. LESSEE UNDERSTANDS AND ACKNOWLEDGES THAT NO BROKER OR SUPPLIER, NOR ANY SALESMAN, BROKER, OR AGENT OF ANY BROKER OR SUPPLIER, IS AN AGENT OF LESSOR OR IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE, AND NO REPRESENTATION AS TO THE EQUIPMENT OR ANY OTHER MATTER BY ANY SUCH PERSON SHALL IN ANY WAY AFFECT LESSEE'S DUTY TO PAY THE RENTALS AND TO PERFORM LESSEE'S OBLIGATIONS SET FORTH IN THIS LEASE.
8. CHOICE OF LAW; JURISDICTION AND VENUE OF LITIGATION; SERVICE OF PROCESS; WAIVER OF JURY TRIAL. THIS LEASE WAS EXECUTED BY LESSOR IN THE STATE OF OREGON. THIS LEASE, AND ALL RIGHTS AND LIABILITIES OF THE PARTIES HERETO, SHALL BE DETERMINED AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF OREGON, EXCEPT FOR LOCAL RECORDING STATUTES. LESSOR AND LESSEE HEREBY SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN WASHINGTON OR MULTNOMAH COUNTIES, OREGON FOR ALL LEGAL PROCEEDINGS ARISING DIRECTLY OR INDIRECTLY FROM THIS LEASE AND EACH IRREVOCABLY WAIVES ANY OBJECTION TO ANY SUCH PROCEEDING BASED ON VENUE OR INCONVENIENT FORUM. TO THE EXTENT PERMITTED BY LAW, EACH PART HERETO IRREVOCABLY AGREES THAT SERVICE OF PROCESS IN ANY SUCH PROCEEDING MAY BE MADE IN THE MANNER PROVIDED FOR THE GIVING OF NOTICES HEREIN AND IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY SUCH PROCEEDING. THIS LEASE IS NOT CANCELLABLE OR TERMINABLE BY LESSEE.

LESSOR: Greyrock Capital Group, Inc.
V.P. FINANCE Richard Voth
BUSINESS LEASING GROUP ITS
DATE 3/27/95

LESSOR: Bruce A. Robbins, Individual & dba
Bruce Robbins Farming
DATE 3-8-95
Bruce A. Robbins, Individual / OWNER BY DATE

EQUIPMENT LEASE GUARANTY

This Guaranty is executed by the undersigned, jointly and severally if more than one (collectively, the "Guarantor"), for the benefit of and its successors and assigns ("Lessor"), to induce Lessor to enter into the above Lease with the above-named Lessee.

WHEREAS, Guarantor has an interest, financial or otherwise, in Lessee, and it is to Guarantor's benefit that Lessor enter into the Lease, and Guarantor has read the proposed Lease in full and finds its terms acceptable.

NOW, THEREFORE, to induce Lessor to enter into the Lease, Guarantor hereby unconditionally and irrevocably guarantees to Lessor the prompt payment of all rent and other sums now or hereafter due (as scheduled, by acceleration or otherwise) under the Lease and the timely and full performance by Lessee of all of its obligations under the Lease.

The obligations of Guarantor hereunder are direct and primary obligations of the Guarantor and are not contingent upon any attempt to collect from or proceed against Lessee or any other person or to realize upon any collateral. This is a guaranty of payment and not of collection. To the fullest extent permitted by law, Guarantor hereby waives the benefit of any suretyship defenses affecting its liability hereunder or the enforcement hereof.

Guarantor authorizes Lessor, without notice or demand, and without affecting any liability of Guarantor hereunder, from time to time to renew, extend, accelerate, amend, modify or otherwise change the payment or other terms of the Lease or any part thereof. Lessor may, without notice, assign this Guaranty in whole or in part.

Guarantor hereby waives any right to require Lessor to: (a) proceed against Lessee; (b) proceed against or exhaust any security held by Lessor; or (c) pursue any other remedy in Lessor's power. Guarantor waives any defense arising by reason of any defense of Lessee, or by reason of the cessation, from any cause whatsoever, of the liability of Lessee under the Lease. Guarantor waives any and all demands for performance, notices of nonperformance or default, and notices of cancellation or forfeiture. Lessor may apply all proceeds received from Lessee or others to such part of Lessee's indebtedness as Lessor may deem appropriate without consulting Guarantor and without prejudice to or in any way limiting or lessening the liability of Guarantor under this Guaranty. Guarantor hereby irrevocably waives all rights it may have at any time, by way of subrogation or otherwise, to recover any amounts paid hereunder from Lessee and agrees that if any amount paid by Lessee to Lessor is returned by Lessor, this Guaranty shall cover such amount as though it had not originally been paid by Lessee.

This Guaranty shall not be affected or discharged by the death of the undersigned, but shall bind Guarantor's heirs and personal representatives, and shall inure to the benefit of Lessor's successors and assigns. This instrument constitutes the entire agreement between Lessor and Guarantor. No oral or written representation not contained herein shall in any way affect this Guaranty, which shall not be modified except by the parties in writing. Waiver by Lessor of any provision hereof in one instance shall not constitute a waiver as to any other instance.

This Guaranty was accepted in the State of Oregon by Lessor.

THIS GUARANTY, AND ALL RIGHTS AND LIABILITIES OF THE PARTIES HERETO, SHALL BE DETERMINED AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF OREGON. GUARANTOR HEREBY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN WASHINGTON OR MULTNOMAH COUNTIES, OREGON FOR ALL ACTIONS AND PROCEEDINGS ARISING DIRECTLY OR INDIRECTLY FROM THIS GUARANTY AND IRREVOCABLY WAIVES ANY OBJECTION TO ANY SUCH PROCEEDING BASED ON VENUE OR INCONVENIENT FORUM. TO THE EXTENT PERMITTED BY LAW, GUARANTOR HERETO IRREVOCABLY AGREES THAT SERVICE OF PROCESS IN ANY SUCH PROCEEDING MAY BE MADE IN THE MANNER PROVIDED FOR THE GIVING OF NOTICES IN THE LEASE AND WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY SUCH PROCEEDING.

IMPORTANT: THIS AGREEMENT CREATES LEGAL OBLIGATIONS. DO NOT SIGN IT UNTIL YOU HAVE FULLY READ IT. BY SIGNING YOU COMPLETELY AGREE TO ITS TERMS.

IN WITNESS WHEREOF, the undersigned Guarantor(s) has/have executed this Guaranty this 8 day of March 1995.

GUARANTOR
Bruce A. Robbins, Individual

WITNESS
Richard Voth

3. COMMENCEMENT AND EXPIRATION. This lease shall commence upon Lessor's execution hereof. Lessor shall have no obligation to Lessee under this Lease for the Equipment, for whatever reason, is not delivered to Lessee or if Lessee fails to execute and deliver to Lessor an Acknowledgement and Acceptance of Equipment by Lessee for the Equipment within 30 days after the Equipment is delivered to Lessee.

10. SECURITY DEPOSIT. As security for the prompt and full payment of all amounts due, and Lessee's complete performance of all of its obligations, under this Lease, and any extension or renewal hereof, Lessee has deposited with Lessor the amount shown under the caption "Security Deposit" above. If Lessee defaults in the performance of its obligations under this Lease, Lessor shall have the right, but shall not be obligated, to apply the security deposit to the curing of such default. Within 15 days after Lessor mails notice to Lessee that Lessor has applied any portion of the security deposit to the curing of any default, Lessee shall restore said security deposit to the full original amount. On the expiration or earlier termination or cancellation of this Lease, provided Lessee has fully performed all payment and other provisions of this Lease, Lessor will return to the Lessee any then remaining balance of said security deposit, without interest. Said security deposit may be commingled with Lessor's other funds.

11. LIMITED PREARRANGED AMENDMENTS; SPECIFIC POWER OF ATTORNEY. In the event it is necessary to amend the terms of this Lease to reflect a change in one or more of the following conditions:

- Lessor's actual cost of procuring the Equipment or providing the same to Lessee; or
- A change in rental payments as a result of (a) above; or
- The description of the Equipment.

Lessee agrees that any such amendment may be described in a letter from Lessor to Lessee, and unless within 15 days after the date of such letter Lessee objects in writing to Lessor, this Lease shall be deemed amended as set forth therein and such amendments shall be incorporated in this Lease as if originally set forth herein.

Lessee grants to Lessor a specific power of attorney as follows: (1) Lessor may sign and file on Lessee's behalf any document Lessor deems necessary to perfect or protect Lessor's interest in the Equipment pursuant to the Uniform Commercial Code or otherwise; and (2) Lessor may make a claim for, receive payment of, sign, endorse or negotiate for Lessor's benefit any instrument or document representing proceeds from any policy of insurance covering the Equipment.

12. LESSEE'S REPRESENTATIONS AND WAIVERS. To the extent permitted by applicable law, Lessee hereby waives any and all rights and remedies conferred upon a lessee by Sections 2A-508 through 2A-522 of the Uniform Commercial Code, including Lessee's right to: (i) cancel this Lease, (ii) repudiate this Lease, (iii) reject the Equipment; (iv) revoke acceptance of the Equipment; (v) recover damages from Lessor for any breaches of warranty or for any other reason; (vi) a security interest in the Equipment in Lessee's possession or control for any reason; (vii) deduct all or any part of any claimed damages resulting from Lessor's default, if any, under this Lease; (viii) accept partial delivery of the Equipment; (ix) "cover" by making any purchase or lease of or contract to purchase or lease equipment in substitution for that due from Lessor; (x) recover any general special, incidental, or consequential damages, for any reason whatsoever, and (xi) specific performance, replevin, detinue, sequestration, claim and delivery or the like for any Equipment identified in this Lease. To the extent permitted by applicable law, Lessee also hereby waives any rights now or hereafter conferred which may limit or modify any of Lessor's rights or remedies under Section 24 below.

13. LOCATION. The Equipment shall be kept at the location specified above or if none is specified, at Lessee's address as set forth above and shall not be removed without Lessor's prior written consent. Lessor shall have the right to enter upon the premises where the Equipment is located to inspect the Equipment during normal business hours upon reasonable prior notice to Lessee.

14. USE. Lessee shall use the Equipment in a careful manner, make all necessary repairs at Lessee's expense so as to keep the Equipment in good operating condition, ordinary wear and tear from proper use excepted, shall comply with all laws relating to its possession, use, or maintenance, and shall not make any alterations, additions, or improvements to the Equipment without Lessor's prior written consent. All additions, repairs or improvements made to the Equipment shall belong to Lessor.

15. OWNERSHIP; PERSONALTY. The Equipment is, and shall remain, the property of Lessor, and Lessee shall have no right, title, or interest in the Equipment except as expressly set forth in this Lease. Lessee has no option to purchase any Equipment unless otherwise specified in a writing signed by Lessor. The Equipment shall remain personal property even though installed in or attached to real property.

16. SURRENDER. Upon the expiration or earlier termination or cancellation of this Lease, Lessee, at its expense, shall return the Equipment in the condition required to be maintained hereunder by delivering it, packed and ready for shipment, to such place or carrier as Lessor may specify.

17. RENEWAL. At Lessor's option, this Lease may be continued on a month-to-month basis until 30 days after Lessee returns the Equipment to Lessor. In the event the Lease is so continued, Lessee shall pay to Lessor rent in the same periodic amounts indicated under "Amount of Each Rental Payment" above.

18. LOSS AND DAMAGE. Lessee shall at all times after signing this Lease bear the entire risk of loss, theft, damage or destruction of the Equipment from any cause whatsoever, and no loss, theft, damage or destruction of the Equipment shall relieve Lessee of the obligation to pay rent or to comply with any other obligation under this Lease. In the event of damage to any part of the Equipment, Lessee shall immediately place the same in good repair at Lessee's expense. If Lessor determines that any part of the Equipment is lost, stolen, destroyed, or damaged beyond repair, Lessee shall, at Lessor's option, do one of the following:

- Replace the same with like equipment in good repair, acceptable to Lessor; or
- Pay Lessor in cash the following: (i) all amounts due by Lessee to Lessor under this Lease up to the date of loss; (ii) the accelerated balance of all amounts due for the remaining term of this Lease attributable to said item, discounted to present value at a discount rate equal to the prime rate, as of the date of loss; and (iii) the Lessor's estimate as of the time this Lease was entered into of Lessor's residual interest in the Equipment discounted to present value at a discount rate equal to the prime rate, as of the date of loss. Upon Lessor's receipt of payment as set forth above, Lessee shall have no further obligation to pay rent hereunder with respect to the applicable Equipment and Lessee shall be entitled to Lessor's interest in such Equipment "as is, where is" and without any warranty, express or implied from Lessor, other than the absence of any liens by, through or under Lessor. So long as no amounts are owing to Lessor hereunder, if proceeds of insurance required to be maintained hereunder are used to fully comply with this subparagraph, the balance of any such proceeds shall go to Lessee to compensate for loss of use of the Equipment for the remaining term of the Lease.

19. INSURANCE; LIENS; TAXES. Lessee shall provide and maintain, with insurance companies satisfactory to Lessor, insurance against loss, theft, damage or destruction of the Equipment in an amount not less than the full replacement value of the Equipment, with loss payable to Lessor. Lessee shall also provide and maintain comprehensive general all-risk liability insurance, including product liability coverage, insuring Lessor and Lessee, with a severability of interest endorsement, or its equivalent, against any and all loss or liability for all damages, either to persons or property or otherwise, which might result from or happen in connection with the condition, use, or operation of the Equipment, in an amount, with such deductibles and with an insurer satisfactory to Lessor. Each policy shall expressly provide that said insurance as to Lessor and its assigns shall not be invalidated by any act, omission, or neglect of Lessee

and cannot be canceled or modified without 30 days prior written notice to Lessor. As to each policy, Lessee shall furnish to Lessor a certificate of insurance from the insurer, which certificate shall evidence the insurance coverage required by this paragraph. Lessor shall have no obligation to ascertain the existence of or provide any insurance coverage of the Equipment or for Lessee's benefit. If Lessee fails to provide such insurance, Lessor will have the right, but no obligation, to have such insurance protecting Lessor placed at Lessee's expense. Such placement will result in an increase in Lessee's periodic payments, such increase being attributed to Lessor's costs of obtaining such insurance and any customary charges or fees of Lessor's or its designee associated with such insurance. Lessor may terminate or allow to lapse any coverage obtained by Lessor without having any liability to Lessee. Lessee shall keep the Equipment free and clear of all liens, claims, and encumbrances. Lessee shall pay all charges, assessments, and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession, or use of the Equipment, including, however, all taxes on or measured by Lessor's net income or, if Lessor requests, shall pay the same to Lessor who shall thereupon make payment. If Lessee fails to pay said charges, assessments or taxes, Lessor shall have the right, but shall not be obligated, to pay the same. In that event, Lessor shall notify Lessee of such payment and Lessee shall repay to Lessor the cost thereof within 15 days after such notice is mailed to Lessee.

20. INDEMNITY. Lessee shall hold Lessor harmless and indemnify and defend Lessor against any and all harm, losses, expenses, claims, actions, damages, or liabilities including attorney's fees arising out of or connected with the Equipment or this Lease, other than those directly caused by Lessor's gross negligence or willful misconduct. Such indemnification shall survive the expiration, cancellation, or termination of this Lease. Lessee waives any immunity Lessee may have under any industry insurance act with regard to indemnification of Lessor.

21. ASSIGNMENT BY LESSOR. Any assignee of Lessor shall have all of the rights but none of the obligations of Lessor under this Lease. Lessee shall recognize and hereby consents to any assignment of this Lease by Lessor, and shall not assert against the assignee any defense, counterclaim or set-off that Lessee may have against Lessor. This Lease inures to the benefit of and is binding upon the heirs, devisees, personal representatives, survivors, successors in interest, and permitted assigns of the parties hereto.

22. PAST DUE PAYMENTS; INTEREST. Lessee shall pay to Lessor a late charge on an amount not paid when due under this Lease equal to the lesser of 7% of such amount and the maximum amount allowed by law. Lessee shall pay to Lessor any actual additional expenses incurred by Lessor in collection efforts, including legal fees, long-distance telephone charges and travel expenses.

23. DEFAULT. Lessee shall be in default hereunder if:

- Lessee fails to make any payment due under this Lease for a period of 10 days from the due date thereof; or
- Lessee fails to observe, keep or perform any provision of this Lease, and such failure continues for 10 days; or
- Lessee makes any misleading or false statement in connection with application for or performance of this Lease; or
- The Equipment or any part thereof is subject to any lien, levy, seizure, assignment, transfer, bulk transfer, encumbrance, application, attachment, execution, sublease, or sale without prior written consent of Lessor, or if Lessee abandons the Equipment or permits any other entity or person to use the Equipment without the prior written consent of Lessor; or
- Lessee or any guarantor (a "Guarantor") of this Lease dies or ceases to exist; or
- Lessee or any Guarantor defaults under any other agreement either has with Lessor; or
- A petition in bankruptcy is filed by or against Lessee or any Guarantor, or if Lessee or any Guarantor sells all or a substantial part of its assets, or if Lessee is a corporation and a majority of Lessee's voting stock is transferred, or if Lessee or any Guarantor makes an assignment for the benefit of creditors.

24. REMEDIES. If Lessee is in default, then Lessor, to the extent permitted by applicable law with or without notice to Lessee of any kind, including notice of intent to accelerate and notice of acceleration, shall have the right to exercise any one or more of the following remedies, concurrently or separately, and without any election of remedies being deemed to have been made:

- Lessor may enter upon Lessee's premises and without any court order or other process of law or notice to Lessee, may repossess and remove the Equipment, or render the Equipment unusable without removal. Lessee hereby waives any trespass or right of action for damage by reason of such entry, removal or disabling. Any such repossession shall not constitute termination of this Lease unless Lessor so notifies Lessee in writing;
- Lessor may require Lessee, at Lessee's expense, to return the Equipment in the condition required to be maintained hereunder, by delivering it, packed and ready for shipment, to such place or carrier as Lessor may specify;
- Lessor may cancel or terminate this Lease and may retain any and all prior payments paid by Lessee;
- Lessor may declare all sums due and to become due under this Lease immediately due and payable, including as to any or all items of Equipment;
- Lessor, in its sole discretion, may re-lease the Equipment, without notice to Lessee, to a third party, upon such terms and conditions as Lessor alone shall determine, or may sell the Equipment, without notice to Lessee, at private or public sale, at which sale Lessor may be the purchaser;
- Lessor may sue for and recover from Lessee the sum of all accrued and unpaid rents and other payments due under this Lease, all accelerated future payments due under this Lease, discounted to their present value at a discount rate equal to the prime rate as of the date of default plus Lessor's estimate at the time this Lease was entered into of Lessor's residual interest in the Equipment, reduced to present value at a discount rate equal to the prime rate as of the date of default, less the net proceeds of disposition, if any, of the Equipment;
- To pursue any other remedy available at law, by statute or in equity.

No right or remedy herein conferred upon or reserved to Lessor is exclusive of any other right or remedy but each shall be cumulative of every other right or remedy and may be enforced concurrently therewith or from time to time. No single or partial exercise by Lessor of any right or remedy hereunder shall preclude any other or further exercise of any other right or remedy.

25. MULTIPLE LESSEES. Lessor may, with the consent of any Lessee hereunder, modify, extend, or change any of the terms hereof without consent or knowledge of any other Lessee, without in any way releasing, waiving or impairing any right granted to Lessor against any other Lessee. Each Lessee is jointly and severally responsible and liable to Lessor under this Lease.

26. EXPENSE OF ENFORCEMENT. In the event of any legal action with respect to this Lease, the prevailing party in any such action shall be entitled to reasonable attorney's fees, together with all costs and expenses incurred in pursuit thereof.

27. SEVERABILITY. No provision of this Lease that may be deemed unenforceable shall in any way invalidate any other provision or provisions hereof, all of which shall remain in full force and effect.

28. NOTICES. All notices under this Lease shall be sufficient if given personally, by telecopy or overnight courier or mailed to the party involved by certified mail, return receipt requested, at the address set forth above, or at such other address as such party may provide in writing from time to time. Any such notice shall be effective when received or when delivery is refused.

EXHIBIT "A"

Greyrock Capital Group, Inc. Lease No. 88406

- 1) Heston Big Baler, Model 4800, SN: BB482015
w/ Heston Big Bale Accumulator, Model 4870

Serial # BB482015

This Exhibit "A" is attached hereto and made a part of Greyrock Capital Group, Inc. Lease No. _____

Bruce A. Robbins, Individual & dba
LESSEE: Bruce Robbins Farming

BY: X. Bruce A Robbins
Bruce A. Robbins, Individual/Owner

BY: _____

ADDENDUM TO LEASE AGREEMENT

That certain lease Schedule entered into by and between Greyrock Capital Group, Inc., as Lessor, and Bruce Robbins, Ind., DBA Bruce Robbins Farming, as Lessee, dated ✓ 3/8/95. In consideration of the mutual covenants herein contained and for other good and valuable consideration, is hereby amended to include the following:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Lessee has the privilege and hereby commits to purchase all of the equipment described in said lease (and not merely part thereof) upon the expiration of the initial lease term for the amount of \$3,100.00, plus applicable sales tax (and any other additional tax applicable to such sale), if any.

The said purchase price (and applicable tax(es), if any) shall be due and payable by Lessee in full within 10 days after expiration of the initial lease term.

Upon receipt by the Lessor of the full purchase price, Lessor will furnish Lessee with a bill of sale warranting good title to the equipment, but excepting any impairment thereof by reason of any acts by the Lessee or those making claim against the Lessee. The bill of sale will also provide that the purchase shall be "as is" "where is" and without any other warranties, expressed or implied.

Except as specifically provided herein, all the terms and conditions of said Lease shall remain in full force and effect as provided therein.

Bruce Robbins, Ind., DBA Bruce Robbins Farming

Lessee

Greyrock Capital Group, Inc.

Lessor

By: X Bruce Robbins
Bruce Robbins, Individual/Owner

By: _____

✓ Date: 3/8/95

Date: _____

- Instructions
- STATE OF IDAHO FINANCING STATEMENT - FORM UCC-1
1. PLEASE TYPE THIS FORM IN BLACK
2. Filing fees: a. With Secretary of State. Except for pre-paid account users, enclose filing fee of \$6.00 if form is typed, or \$10.00 if not typed. For attachments, add \$1.00 per printed page. Pre-paid account users must enter Customer Number in "Filing Office Use" block to right. b. Fixture filing with county recorder. Enclose recording fee of \$3.00 per page.
3. File only the original. Make copies for your file. The original will be returned as your acknowledgment.
4. Enter only one debtor's name or assumed name per debtor block exactly as it is to be indexed. If more than four names, use an attached sheet. Enter individual debtor names: Last, First Middle Initial; e.g. Smith, John Alan Jr.
5. When the obligation has been satisfied, complete the Termination Statement and return the original to the filing officer.

Form approved by Pete T. Cenarrusa, Secretary of State, UCC Division, Statehouse, Boise, ID 83720. Ph 208-334-3191.

Debtor #1 (Last name, first, middle, title & mailing address)		Debtor #3	
Robbins, Bruce A. P.O. Box 386 Rupert, Idaho 83350 as Lessee			
Debtor #2		Debtor #4	
Robbins, Bruce Farming P.O. Box 386 Rupert, Idaho 83350 as Lessee			
Secured Party and Address		Assignee and Address	
Greyrock Capital Group 9245 SW Nimbus Ave. Beaverton, Oregon 97005 as Lessor			
Mailing Address for acknowledgment, if not Secured Party		Check if Covered <input type="checkbox"/> Products of collateral are also covered	
		If one of the following boxes is checked, the secured party may sign the financing statement. The collateral described herein is: <input type="checkbox"/> Brought into this state already subject to a security interest in another jurisdiction. <input type="checkbox"/> Subject to a security interest in another jurisdiction, and the debtor's location has changed to this state. <input type="checkbox"/> Proceeds of the original collateral described above in which a security interest was perfected. <input type="checkbox"/> The subject of a financing statement which has lapsed. <input type="checkbox"/> Subject to a security interest perfected under a prior name or identity of the debtor.	

This financing statement covers the following types or items of property:
(If this is a fixture, timber or mineral filing to be recorded with the County Recorder, include legal description and name of record owner, if required.)

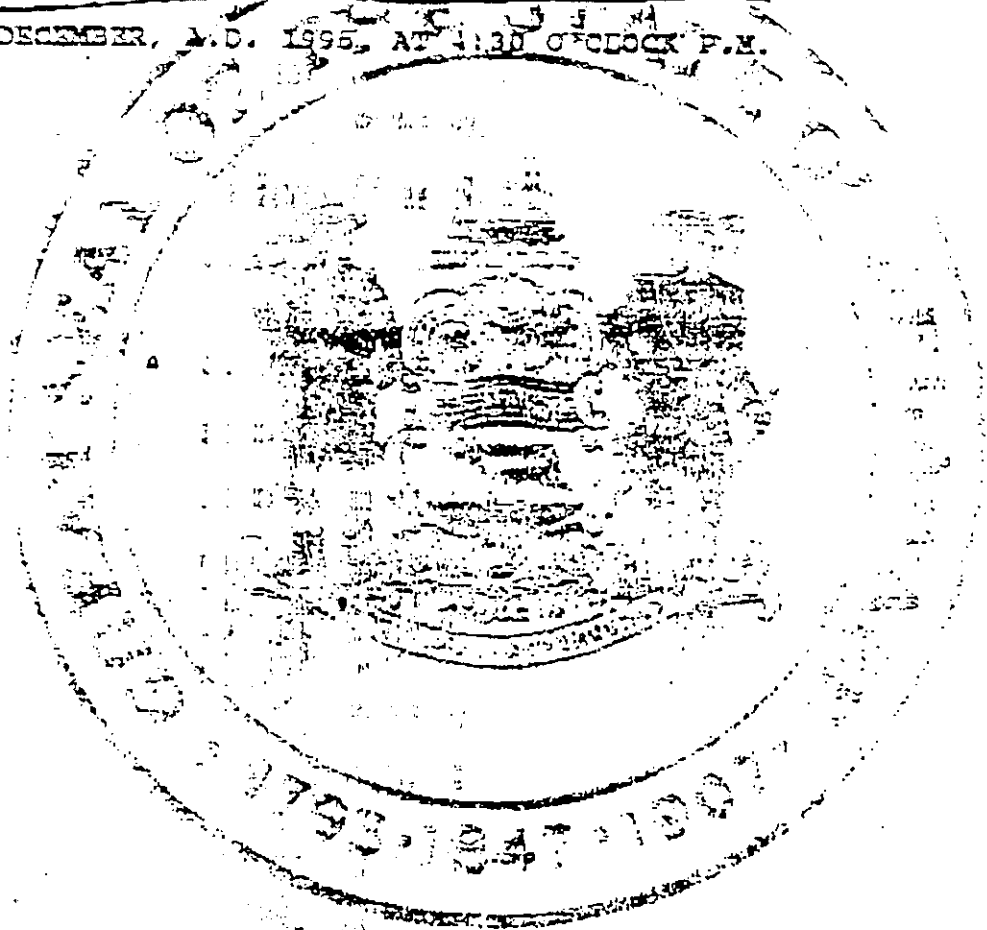
SEE EXHIBIT "A" ATTACHED HERewith THAT BECOMES A PART HEREOF

Signature(s) of Debtor(s)		Filing Office Use Only	
X Bruce A Robbins Bruce A. Robbins, Individual/Owner			
Secured Party Signature			
TERMINATION STATEMENT-The Secured Party no longer claims a security interest under the financing statement.			
Secured Party or Assignee of Record		Date	

Revised 7/91

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "GREYROCK CAPITAL GROUP INC.", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "NATIONSCREDIT COMMERCIAL CORPORATION", THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 1995, AT 4:30 O'CLOCK P.M.



Edward J. Freel

Edward J. Freel, Secretary of State

2351529 8320

960000053

AUTHENTICATION:

DATE:

7773730

01-02-96

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of December 31, 1998 (this "Agreement"), between NationsCredit Commercial Corporation, a Delaware corporation ("Seller"), and Textron Financial Corporation, a Delaware corporation ("Buyer").

WITNESSETH

WHEREAS, Buyer and Seller have concurrently herewith consummated the purchase by Buyer of the Purchased Assets pursuant to the terms and conditions of the Asset Purchase Agreement dated as of December 31, 1998 (the "Asset Purchase Agreement"; terms defined in the Asset Purchase Agreement and not otherwise defined herein being used herein as therein defined);

WHEREAS, on the terms and conditions set forth in the Asset Purchase Agreement, Seller has agreed to sell, transfer, assign and deliver to Buyer the Purchased Assets and Buyer has agreed to assume from Seller the Assumed Liabilities;

NOW, THEREFORE, in consideration of the sale of the Purchased Assets and the assumption of the Assumed Liabilities, and in the accordance with the terms and conditions of the Asset Purchase Agreement, Buyer and Seller agree as follows:

1. Seller does hereby grant, sell, transfer, assign and deliver to Buyer all of the right, title and interest of Seller in, to and under the Purchased Assets and (b) Buyer does hereby accept all such right, title and interest of Seller in, to and under the Purchased Assets. Buyer does hereby agree, effective as of the Closing, to perform and discharge, as the same shall become due, all duties and obligations of Seller under the Assigned Contracts (except as may otherwise provided for in the Asset Purchase Agreement).

2. Seller does hereby assign to Buyer and Buyer does hereby undertake and assume, and agree to fully pay, perform and discharge, if, as and when due, all of the Assumed Liabilities (except as may otherwise provided for in the Asset Purchase Agreement).

3. The Agreement is executed pursuant to the Asset Purchase Agreement and is subject to, and entitled to the benefits of, the representations, warranties, covenants and agreements set forth therein.

4. This Agreement shall be governed by and construed in accordance with the law of the State of Connecticut.

5. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

NATIONSCREDIT COMMERCIAL
CORPORATION

By: David E. Erb
Name David E. Erb
Title Managing Director

TEXTRON FINANCIAL CORPORATION

By: _____
Name
Title

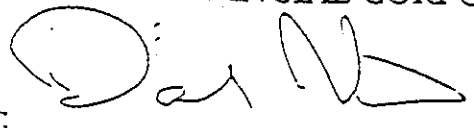
5. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

NATIONSCREDIT COMMERCIAL
CORPORATION

By: _____
Name
Title

TEXTRON FINANCIAL CORPORATION

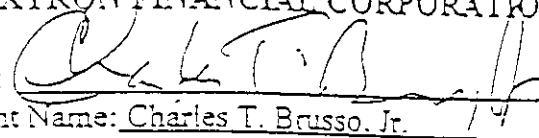
By:  _____
Name DAVID WISEN
Title VICE PRESIDENT

ASSISTANT SECRETARY'S CERTIFICATE

I, Charles T. Brusso, Jr., Attorney and Assistant Secretary of Textron Financial Corporation, a Delaware corporation, hereby certify that Textron Financial Corporation, pursuant to an Asset Purchase Agreement between NationsCredit Commercial Corporation as Seller and Textron Financial Corporation as Buyer, dated as of December 31, 1993, has acquired substantially all of the assets of Business Leasing Group, a division of NationsCredit Commercial Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 9th day of March, 1999.

TEXTRON FINANCIAL CORPORATION

By: 

Print Name: Charles T. Brusso, Jr.

Title: Attorney and Assistant Secretary